

PURCHASE SUPPLEMENT NO. 4

THIS AGREEMENT made as of the 8th day of  
March , 1972.

B E T W E E N :

6-46-7-6  
GUARANTY TRUST COMPANY OF CANADA,  
a corporation duly incorporated  
under the laws of Canada, as  
Trustee under an Equipment Loan  
Trust Declaration executed on  
December 31, 1971,

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

MAR 13 1972-1 40 PM

INTERSTATE COMMERCE COMMISSION

(hereinafter called the "Vendor")

OF THE FIRST PART

- and -

TRADERS GROUP LIMITED, a corporation  
duly incorporated under the laws of  
Canada,

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS the terms used herein shall have the meaning  
given to them in the Conditional Sale Agreement made as of the  
31st day of December, 1971 between the Vendor and the Purchaser  
(hereinafter called the "Conditional Sale Agreement") in  
accordance with the terms thereof;

AND WHEREAS by virtue of the provisions of paragraph  
18 of the Conditional Sale Agreement it was agreed between  
the Vendor and the Purchaser that forthwith upon the execution  
and delivery of any Lease Schedule pursuant to paragraph 1 of  
the Lease, the Vendor and the Purchaser shall execute a  
Purchase Supplement making any Unit described in such Lease  
Schedule subject to the terms and conditions of the Conditional  
Sale Agreement;

AND WHEREAS Lease Schedule No. 1 was duly executed  
and delivered by the Vendor and the Lessee on the 31st day of  
December, 1971 respecting the Units of Equipment more particu-  
larly described therein and Purchase Supplement No. 1 was duly  
executed on the 31st day of December, 1971 making the Units

described in Lease Schedule No. 1 subject to the terms and conditions of the Conditional Sale Agreement;

AND WHEREAS Lease Schedule No. 2 was duly executed and delivered by the Vendor and the Lessee as of the 2nd day of February, 1972 respecting the Units of Equipment more particularly described therein and Purchase Supplement No. 2 was duly executed as of the 2nd day of February, 1972 making the Units described in Lease Schedule No. 2 subject to the terms and conditions of the Conditional Sale Agreement;

AND WHEREAS Lease Schedule No. 3 was duly executed and delivered by the Vendor and the Lessee as of the 17th day of February, 1972 respecting the Units of Equipment more particularly described and Purchase Supplement No. 3 was duly executed as of the 17th day of February, 1972 making the Units described in Lease Schedule No. 3 subject to the terms and conditions of the Conditional Sales Agreement.

AND WHEREAS Lease Schedule No. 4 was duly executed and delivered by the Vendor and the Lessee as of the 8th day of March, 1972 respecting the Units of Equipment more particularly described therein, a true copy whereof is annexed hereto as Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The parties hereto do hereby confirm that the Units of Equipment more particularly described in Schedule "A" annexed hereto are subject to the terms and conditions of the Conditional Sales Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or officials thereunto duly authorized and the respective corporate seals to be hereunto affixed and duly attested all as of the date first above written.

GUARANTY TRUST COMPANY OF CANADA

Per:

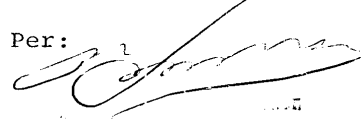
  
AUTHORIZED SIGNATURE

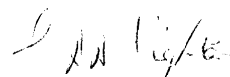


AUTHORIZED SIGNATURE

TRADERS GROUP LIMITED

Per:





SCHEDULE "A"

EQUIPMENT LEASE SCHEDULE NO. 4

Dated, the 17 day of December, 1972 to  
Lease dated as of the 31st day of December,  
1971 ("Lease") between GUARANTY TRUST  
COMPANY OF CANADA as Trustee ("Lessor")  
and CANADIAN NATIONAL RAILWAY COMPANY  
("Lessee")

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1. The terms used herein shall have the meaning given to such terms in the Lease in accordance with the terms thereof.
2. The Lessor and the Lessee hereby confirm that the Units of Equipment described in Schedule "A" annexed hereto and forming part hereof have been delivered to, examined and accepted by the Lessee on the date hereof as Units leased under the Lease and are accordingly subject to and governed thereby and that the term of the Lease with respect thereto shall commence on the date hereof.
3. The Lessee does hereby acknowledge and confirm that the said Units of Equipment have been examined by duly appointed and authorized employees or representatives of the Lessee and that such examination discloses that same conform to the Specifications more particularly defined in the Manufacturing Agreement and are in good operating order, repair, condition and appearance on the date hereof.
4. The Lessee does hereby certify that at the time of such delivery of the Units to the Lessee there was plainly, permanently and conspicuously stencilled on each side thereof the following legend in letters not less than three-eighths inch in height:

"Owned and leased by Guaranty Trust Company of  
Canada, 366 Bay Street, Toronto, Canada, as  
Trustee under the terms of an Equipment Loan Trust  
Declaration."

Approved and agreed to this      day of      , 1972  
as a Schedule to and part of the Lease made between the  
parties hereto as of the 31st day of December, 1971.

GUARANTY TRUST COMPANY OF CANADA  
as Trustee

By:

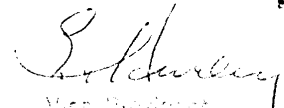
  
AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

CANADIAN NATIONAL RAILWAY  
COMPANY

By:

  
Vice President

  
Attorney

Approved  
as to form  
Attorney

SCHEDULE "A" TO EQUIPMENT LEASE-  
SCHEDULE NO.

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<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS</u>	<u>MANUFACTURER</u>	<u>IDENTIFYING NUMBERS</u>
149	50' 6" - 70-Ton Insulated Box Cars	National Steel Car Corporation Limited	CN 286150-199 Incl. 286251-274 Incl. 286299 286417 286421 286424 286429 286433 286444-445 Incl. 286450 286452 286469-471 Incl. 286457 286489-549 Incl.

PROVINCE OF ONTARIO )  
 )  
CITY OF TORONTO )

On this 1<sup>st</sup> day of March, 1972, before me  
personally appeared Al. Armstrong, to me personally  
known, who, being by me duly sworn, says that he is  
General Manager of GUARANTY TRUST COMPANY OF  
CANADA, that one of the seals affixed to the foregoing  
instrument is the corporate seal of the said corporation,  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors, and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

(Notarial Seal)

[Signature]  
Notary Public

PROVINCE OF QUEBEC )  
 )  
CITY OF MONTREAL )

On this 5<sup>th</sup> day of March, 1972, before me  
personally appeared E. D. Hurley, to me personally  
known, who, being by me duly sworn, says that he is  
Vice-President of CANADIAN NATIONAL RAILWAY COMPANY,  
that one of the seals affixed to the foregoing instrument is  
the corporate seal of the said corporation, that said  
instrument was signed and sealed on behalf of said corpora-  
tion by authority of its Board of Directors, and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

(Notarial Seal)

[Signature]  
Notary Public

PROVINCE OF ONTARIO )  
JUDICIAL DISTRICT OF YORK )

On this 10<sup>th</sup> day of March, 1972, before me personally appeared *Richard Armstrong*, to me personally known, who, being by me duly sworn, says that he is *General Manager* of GUARANTY TRUST COMPANY OF CANADA, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

PROVINCE OF ONTARIO )  
 )  
JUDICIAL DISTRICT OF YORK )

On this 10<sup>th</sup> day of March , 1972, before me personally appeared ERIC A.A. WIGHTON , to me personally known, who, being by me duly sworn, says that he is  
TREASURER of TRADERS GROUP LIMITED,  
that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

DATED: March 8th , 1972

GUARANTY TRUST COMPANY OF CANADA

- and -

TRADERS GROUP LIMITED

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PURCHASE SUPPLEMENT NO. 4

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SHIBLEY, RIGHTON & MCCUTCHEON,  
Barristers and Solicitors,  
P.O. Box 32 - 401 Bay Street,  
Toronto 103, Ontario.